

NOTES:

NOTE: The items denoted with asterisks do not apply to the "SASA Tract" or "AWLC Tract".

** Permitted uses include: Retail (GR) or any uses included in the following zoning classifications LR, O, B, BB, A, AA and SR.

*** Permitted uses include: public schools or single family residential A, AA, and SR.

See Zoning Conversion Table on this sheet for zoning classification districts.

GENERAL NOTES: NOTE: #2 does not apply to the "SASA Tract" or the "AWLC Tract"

- Street locations represent approximate alignment.
- Residential density may be transferred between tracts provided that the density on any tract shall not exceed the maximum units/acre:
 - Single family residential 10 units/acre maximum
 - Duplex 14 units/acre maximum
 - Multi-family 50 units/acre maximum
- Single family uses shall be buffered internally through the transition of density to areas adjacent to thoroughfares and more intense land uses.

FIFTH AMENDMENT TO THE CONSENT AGREEMENT
Special notes governing development of the AWLC Tract
(other applicable provisions may be found in the original consent agreement)

Article XI, Section B of the Consent Agreement, as amended, is hereby amended to read the following:

"B. Milwood, its successors and assigns, shall develop and maintain the land within the District, excluding that which is owned by SASA or Austin White Lime Company, in accordance with the land plan, attached to and incorporated into this document as Exhibit "A", including all notations thereon, as the same may be amended from time to time with the concurrence of the majority of the City Council of the City and Milwood, its successors and assigns ("Conceptual Plan"), except as otherwise provided below. Milwood, its successors and assigns shall comply with all requirements set forth in Exhibit "A". The City, District and Milwood hereby consent to the Second Amended Land Use Plan, attached as Exhibit "A-1" hereto with all notations thereon, as the same may be amended from time to time by the concurrence of a majority of the members of the City Council of the City, Milwood, its successors and assigns, and SASA, its successors and assigns, except as otherwise provided herein. The SASA Tract shall be developed in accordance with the Second Amended Land Use Plan and notations thereon. The City, District and Milwood hereby Consent to the Third Amended Land Use Plan attached hereto as Exhibit "C", with all notations thereon, as the same may be amended from time to time by the concurrence of a majority of the members of the City Council of the City, Milwood, its successors and assigns, and Austin White Lime Company, its successors and assigns, except as otherwise provided herein. The AWLC Tract shall be developed in accordance with the Third Amended Land Use Plan and all notations thereon. The Conceptual Plan, the Second Amended Land Use Plan and the Third Amended Land Use Plans shall be updated as each section of the land in the District shall be platted in accordance with the requirements of Article 970a, Texas Revised Civil Statutes, prior to the development of such land. The City's Director of Planning shall determine whether a plot is in substantial compliance with the Conceptual Plan, the Second Amended Land Use Plan or the Third Amended Land Use Plan, as applicable. Any person aggrieved by the decision of the Director of Planning may appeal such determination by filing a written appeal with the City Clerk of the City within ten (10) days from the date of such decision. The City Council of the City of Austin shall hold a public hearing a render a decision after affirming or reversing such determination within fifteen (15) days from the date of such appeal."

Article XI, Section C of the Consent Agreement, as amended, is hereby amended by adding the following language at the end of the present text:

"C. The City acknowledges that the overall water and wastewater capacity demand for the AWLC Tract, as expressed in living unit equivalents ("LUEs"), to fully develop the AWLC Tract in accordance with the Third Amended Land Use Plan is Nine Hundred and Fifty (950) LUEs of water and Nine Hundred and Fifty (950) LUEs of wastewater, based upon the City criteria for calculating LUEs.

It is hereby acknowledged and agreed between the City, Austin White Lime Company, the District and Milwood that the LUEs required by Austin White Lime Company to fully develop the AWLC Tract consistent with the Third Amended Land Use Plan shall be allocated to the AWLC Tract by Milwood and the District out of the amount of water and wastewater service agreed to by the City for development of the entire District. Nothing in this document may be relied upon to imply or argue that the City's consenting to the Third Amended Land Use Plan, the City has increased its total water and wastewater commitment to the District or to Milwood for development of the balance of the acreage within the District. Any future amendments of the Third Amended Land Use Plan, if consented to by the City, will be subject to reallocation of water and wastewater capacity demand in accordance with the formulae set above."

Article XI, Section D of the Consent Agreement, as amended, is hereby amended to read the following:

"D. Austin White Lime Company, its successors and assigns, agree to supply the City, as each subdivision plot is submitted for approval, with density and LUE analyses of all preliminary and final plans for the purpose of monitoring and compliance with the density and LUE limits reflected on the Third Amended Land Use Plan, as set out in this Consent Agreement. Any increases in the overall gross density of development of the number of LUEs allocated for the development may only be made with the concurrence of the majority of the members of the City Council of the City, their successors and assigns.

The District hereby agrees to place the provisions of Article XI, Paragraphs B, C and D of this Fifth Amended Consent Agreement, on the face of all revised land plans applicable to the District in addition to any other language otherwise required to be placed on the face of revised land plans by the Consent Agreement, so that each approved land plan contains a reference to the LUE allocation as set out in Article XI.

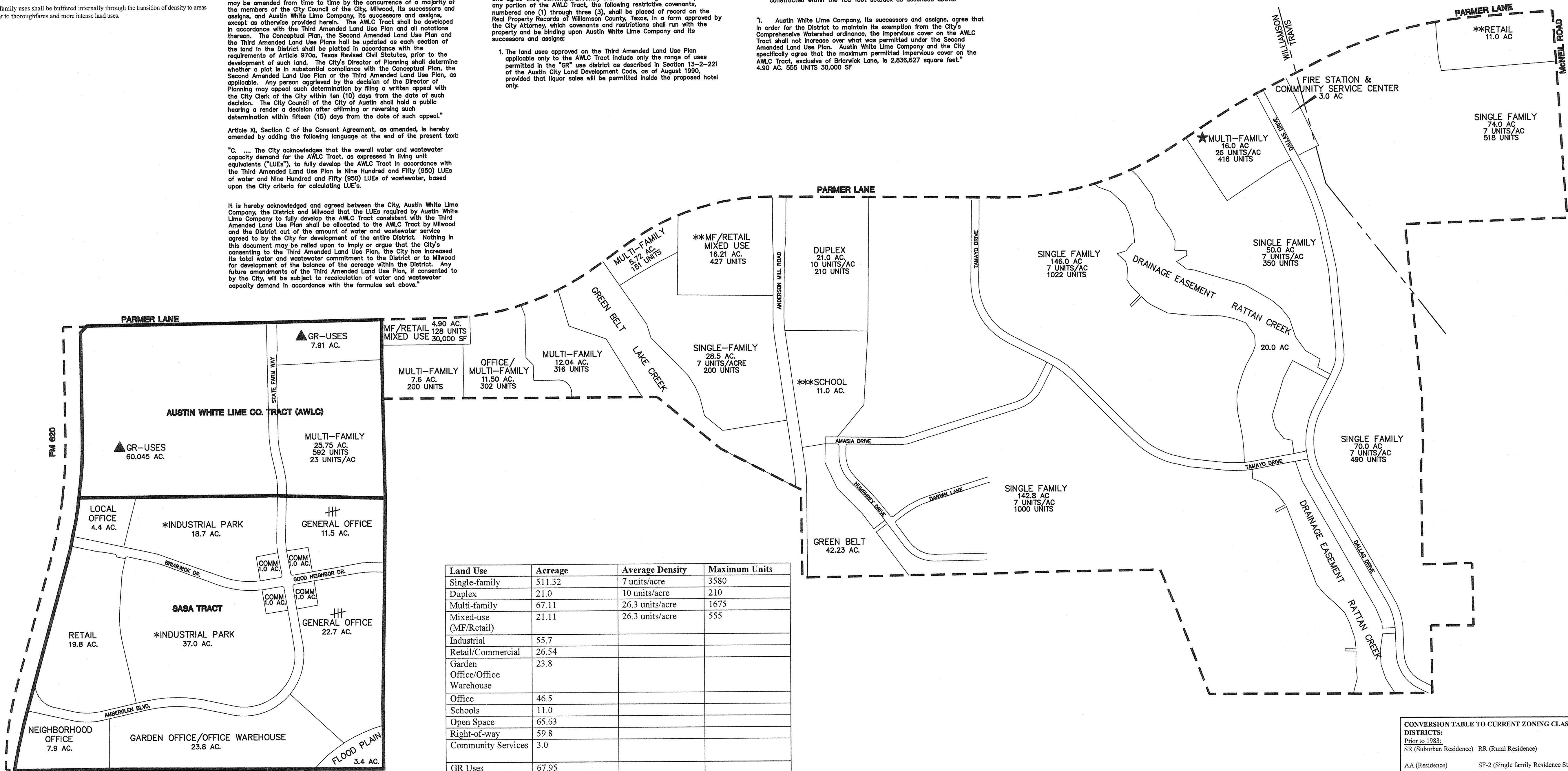
"H. Austin White Lime Company, its successors and assigns, covenant and agree that, contemporaneously with the recording of a final plot for any portion of the AWLC Tract, the following restrictive covenants, numbered one (1) through three (3), shall be placed of record on the Real Property Records of Williamson County, Texas, in a form approved by the City Attorney, which covenants and restrictions shall run with the property and be binding upon Austin White Lime Company and its successors and assigns:

- The land uses approved on the Third Amended Land Use Plan applicable only to the AWLC Tract include only the range of uses permitted in the "GR" use district as described in Section 13-2-221 of the Austin City Land Development Code, as of August 1990, provided that liquor sales will be permitted inside the proposed hotel only.

PROPOSED 11TH AMENDMENT TO CONSENT AGREEMENT AND LAND USE PLAN ADDS THE FOLLOWING LANGUAGE TO THE AFOREMENTIONED TEXT:

- The land uses approved on the Eleventh Amended Land Use Plan, applicable only to a 25.75 acre portion of the AWLC Tract, as dictated on the 11th Amended Land Use Plan, include only the range of uses permitted in the "Multi-Family Residence - Moderate - High Density District" use district as described in Section 25-2-65 of the Austin City Land Development Code, as of March 2007.
- The land uses approved on the Third Amended Land Use Plan shall not be cumulative.
- Austin White Lime Company, its successors and assigns, agree to a one hundred thirty-five (135) foot building set back between the uses authorized on the AWLC Tract and the adjacent single family residential tract in the North Austin MUD. All or part of the 135 foot building set back between uses may be used as a parking lot or roadway right-of-way, provided, however, that in no event shall there be roadway access between the AWLC Tract and any roadway constructed within the 135 foot setback as described above."

"I. Austin White Lime Company, its successors and assigns, agree that in order for the District to maintain its exemption from the City's Comprehensive Watershed ordinance, the impervious cover on the AWLC Tract shall not increase over what was permitted under the Second Amended Land Use Plan. Austin White Lime Company and the City specifically agree that the maximum permitted impervious cover on the AWLC Tract, exclusive of Briarwick Lane, is 2,836,627 square feet." 4.90 AC. 555 UNITS 30,000 SF



Land Use	Acreage	Average Density	Maximum Units
Single-family	511.32	7 units/acre	3580
Duplex	21.0	10 units/acre	210
Multi-family	67.11	26.3 units/acre	1675
Mixed-use (MF/Retail)	21.11	26.3 units/acre	555
Industrial	55.7		
Retail/Commercial	26.54		
Garden	23.8		
Office/Office Warehouse			
Office	46.5		
Schools	11.0		
Open Space	65.63		
Right-of-way	59.8		
Community Services	3.0		
GR Uses	67.95		
Office/Multi-family	11.50		302
Total	991.94		6322

THE FOLLOWING SETBACKS AND RESTRICTIONS ARE APPLICABLE TO THE MULTIFAMILY DEVELOPMENT ON THE 16.21 ACRE MF/RETAIL MIXED-USE TRACT:

- 25-foot vegetative buffer setback from property line adjoining single-family residences for all buildings and structures, including parking.
- Covered garages will be placed between residential buildings and 25-foot vegetative buffer/setback where feasible with landscaping in between.
- Two staggered rows of trees approximately 15 feet in height will be within 25-foot vegetative buffer/setback except behind covered garages.
- Pole lighting will be hooded downward - shielded with no wall-mounted floodlights.
- No 2-story buildings within 60 feet of the property line adjoining single-family residences.
- No 3-story buildings within 75 feet of the property line adjoining single-family residences.
- Existing fences along the property line adjoining single-family residences will be replaced with an 8-foot privacy fence of quality lumber (round pine or western red cedar).
- No trash compactor located within 100-feet of the property line adjoining single-family residences.

▲ Liquor sales (a CS-1 use) is permitted in hotels.

* See also Exhibit D-2 of the Second Amendment to the Agreement Concerning Creation and Operation of the North Austin MUD No.1.

⦶ GO Uses:
Impervious cover: 60% Max
Building Height: 40 Ft. Max

★ This tract was final platted and recorded as a 16.0 acre tract in error in 1984. For complete discussion of this error and its correction, please see File dated August 14, 1986.

CONVERSION TABLE TO CURRENT ZONING CLASSIFICATION DISTRICTS:	
Prior to 1983:	
SR (Suburban Residence)	RR (Rural Residence)
AA (Residence)	SF-2 (Single family Residence Standard Lot)
A (Residence)	SF-3 (Family Residence)
BB (Residence)	MF-2 (Multi-family Residence Low Density)
	MF-3 (Multi-family Residence Medium Density)
	MF-4 (Multi-family Residence Moderate - Highest Density)
	MF-5 (Multi-family Residence Highest Density)
B (Residence)	MF-3 (Multi-family Residence Medium Density)
	MF-4 (Multi-family Residence Moderate - Highest Density)
	MF-5 (Multi-family Residence Highest Density)
O (Office)	LO (Limited Office), GO (General Office)
LR (Local Retail)	LR (Neighborhood Commercial)
GR (General Retail)	GR (Community Commercial)
C (Commercial)	CS (Commercial Services)
C-1 (Commercial)	CS-1 (Commercial Liquor Sales)
C-2 (Commercial)	CS-1 (Commercial Liquor Sales)
DL (Light Industrial)	LI (Limited Industrial)

EXHIBIT C
LANDUSE PLAN

NORTH AUSTIN
MUNICIPAL UTILITY DISTRICT
NO. 1

SHEET
EXH C